

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BELAVA, LLC, a California Limited
Liability Company,

Plaintiff,

vs.

DION NAILS SUPPLY, INC. (d/b/a
SKYLARK NAIL SUPPLY), a California
Corporation,

Defendant.

Case No.: 8:17-cv-01245-JLS-JDE

**STIPULATED CONSENT JUDGMENT
AND PERMANENT INJUNCTION**

This Stipulated Consent Judgment and Permanent Injunction (“Consent Judgment”) is entered into by and between Plaintiff, Belava, LLC (“Belava”) and Defendant, Dion Nails Supply, Inc. (d/b/a Skylark Nail Supply), subject to approval by the Court.

On July 20, 2017, Belava initiated this action against Defendant alleging infringement of U.S. Patent No. D504,178 S. Belava makes and sells disposable lines for tubs used during pedicures (“Belava Liners”). Belava also makes and sells the tubs for use with the liners (“Belava Tubs”). The complaint arose from Defendant’s sale of disposable liners for tubs used during pedicures (“Accused Liners”) and tubs (“Accused Tub”). Defendant was served with the complaint in this Action on July 21, 2017.

1 The Defendant wishes to conclude this litigation with Belava without contesting the
2 Action, nor the validity or enforceability of the patent-in-suit.

3 Therefore, Belava and the Defendant have agreed to entry of this Consent Judgment
4 (*See* Docket 12-3).

5 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that,
6 pursuant to the parties' agreement:

7 1. This is an action for patent infringement (35 U.S.C. § 101 et seq.).

8 2. With respect to the patent infringement claim, this Court has original and/or
9 exclusive jurisdiction over the subject matter and the Defendant under 28 U.S.C. §§ 1331
10 and 1338(a) and (b). Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

11 3. Defendant admits that Belava is the owner of all right, title and interest in
12 and to the patent-in-suit.

13 4. Defendant does not contest that the patent-in-suit is valid and enforceable.

14 5. Defendant represents that it has ceased all sales of the Accused Liners and
15 Accused Tubs.

16 6. Effective as of the date this Consent Judgment and Permanent Injunction is
17 entered by the Court, the Defendant and its affiliates and their respective agents,
18 representatives, subsidiaries, directors, principals, officers, successors, assigns, and all
19 others acting in concert or participation with them, and each of them, are hereby
20 permanently enjoined and restrained from importing into the United States, making,
21 using, offering to sell and selling the Accused Liners and the Accused Tubs, as well as
22 any product that is a colorable imitation of those products or the Belava Liner or Belava
23 Tub.

24 7. The Parties shall bear their own costs and attorney fees.

25 8. This Consent Judgment constitutes a final judgment concerning the subject
26 matter of this action.

27 10. The Parties waive any right to appeal from this Consent Judgment and
28 Permanent Injunction.

1 11. This Court shall retain jurisdiction to enforce the terms and provisions of this
2 Consent Judgment and the Permanent Injunction stipulated to herein.

3 **IT IS SO ORDERED.**

4 **Dated:** September 21, 2017

A handwritten signature in black ink, appearing to read "Josephine L. Staton". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

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6 **Hon. Josephine L. Staton**
7 **United States District Judge**
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